

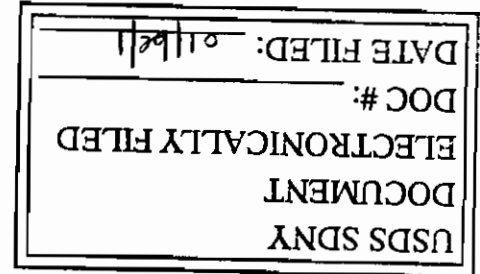
**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IN RE MARSH ERISA LITIGATION

Master File No. 04-CV-8157 (CM)

ECF Case

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This Document Relates To: All Actions  
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**~~[REVISED]~~ ORDER APPROVING PLAN OF ALLOCATION**

**I. Definitions**

A. All capitalized terms shall have the same meaning as they are given in the Stipulation and Agreement of Settlement dated November 9, 2009 ("Settlement Agreement"), unless specifically set forth otherwise in this Plan of Allocation. The following definitions shall apply to the Plan of Allocation methodology:

1. **"Current Plan Participant"** shall mean a Member who as of the Reference Date has not received a complete distribution from the Plan.
2. **"Former Plan Participant"** shall mean a Member who, as of the Reference Date, is not a Current Plan Participant.
3. **"Member"** shall mean a member of the Class.
4. **"MMC Stock"** means the common stock of Marsh & McLennan Companies, Inc. ("MMC") traded on the New York Stock Exchange under the symbol MMC.
5. **"Participant"** means a person who was a participant within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), in the Plan

during the Class Period.

6. **“Plan Account”** means the account maintained on behalf of a Participant in the Plan.

7. **“Reference Date”** means the date after the Judgment becomes final, established by the Settlement Administrator for determination of whether a Participant is a Current Plan Participant.

8. **“Settlement Administrator”** means the administrator determined by Lead Counsel to perform the calculation described herein, who shall be responsible for administering the Settlement pursuant to the requirements of ERISA and any other applicable law or regulation, and shall be a fiduciary under ERISA with respect to such action. Neither Lead Plaintiffs, the Settlement Class, Lead Counsel, nor Defendants and their counsel shall have any fiduciary role or responsibility for the calculations described herein, or the distribution of the Net Settlement Fund to Members.

9. **“Unlocatable Member”** shall mean a Member who, in accordance with the Plan’s procedures regarding unlocatable participants, cannot be located by the Plan Administrator.

## **II. Calculation of Allocation**

A. As soon as administratively feasible after the Settlement becomes Final in accordance with the terms of the Settlement Agreement, the Settlement Administrator shall calculate the share of the Net Settlement Fund for each Member according to the following methodology:

B. For each Member, the Settlement Administrator shall determine a net loss (“Net Loss”) as follows:

1. Net Loss shall be equal to  $(A+B)-(C+D+E)$  (provided that if  $(A+B)-(C+D+E)$  is less than zero for a Member, such Member's Net Loss will be zero), where, for each Member's Plan Account:

A = the total dollar value of the Member's Plan Account balance invested in MMC Stock at the beginning of the Class Period;

B = the dollar amount added to the Member's Plan Account balance invested in MMC Stock, if any, during the Class Period, valued as of the time of each such investment as reflected in the records of the Plan;

C = the dollar amount credited to the Member's Plan Account balance from dispositions of MMC Stock, if any, during the Class Period, valued as of the time of the disposition as reflected in the records of the Plan;

D = the dollar value of MMC Stock distributed in kind or rolled over to an IRA or a qualified plan from the Member's Plan Account, if any, valued as of the time of the disposition as reflected in the records of the Plan; and

E = the dollar value of the Member's Plan Account balance invested in MMC Stock at the end of the Class Period.

2. In performing this calculation, the Net Loss shall be reduced to reflect any forfeiture of shares during the Class Period.

3. To the extent data is not available to the Settlement Administrator to determine the account balances of Members at the beginning or end of the Class Period, the Settlement Administrator may perform the foregoing calculations using data as of the nearest date prior to or after the beginning or end of the Class Period that is available.

4. The Settlement Administrator shall then total the Net Losses of all

Members as calculated in Section II.B to yield the “Aggregate Net Loss,” and shall then divide each Member’s Net Loss by the Aggregate Net Loss to yield each Member’s “Preliminary Fractional Share.”

5. The Settlement Administrator shall then calculate for each Member his or her “Preliminary Dollar Recovery” of the Net Settlement Fund by multiplying the Member’s Preliminary Fractional Share by the Net Settlement Fund.

6. The Settlement Administrator shall then identify all Members whose Preliminary Dollar Recovery is less than twenty-five dollars (\$25.00) (the “De Minimis Amount”). All such Members’ losses shall be deemed to be zero and no allocation will be made to such Members (the “De Minimis Loss Members”). The aggregate Net Losses of the De Minimis Loss Members shall be subtracted from the Aggregate Net Loss to yield the “Final Aggregate Net Loss.”

7. The Settlement Administrator shall then calculate for each Member who was not a De Minimis Loss Member (i) his or her “Final Fractional Share” by dividing the Net Loss of each Member who was not a De Minimis Loss Member by the Final Aggregate Net Loss, and (ii) his or her “Final Dollar Recovery” by multiplying the Net Settlement Fund by each such Members’ Final Fractional Share.

8. Any portion of the Net Settlement Fund due to Unlocatable Members shall be administered in accordance with the Plan’s procedures regarding unlocatable participants.

### **III. Distribution of the Allocated Amounts**

A. As soon as practicable after the deposit of the Net Settlement Fund into the Plan, there shall be deposited into each Current Plan Participant’s account his or her Final Dollar Recovery. The deposited amount shall be allocated among the Current

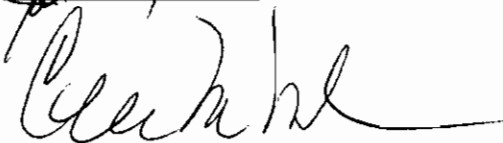
Member's investment options in accordance with the existing investment elections for current contributions into the Plan then in effect and treated thereafter for all purposes under the Plan as assets of the Plan properly credited to that Current Member's account.

- B. The Plan Administrator for the Plan shall invest each Former Plan Participant's Final Dollar Recovery in the Putnam Fixed Income Fund pending distribution to the former Member. The deposited amount, plus interest, shall then, as soon as is practical, be distributed to the Former Member in the same manner as a qualified distribution from the Plan pursuant to ERISA and the Internal Revenue Code.

#### IV. Continuing Jurisdiction

- A. The Court will retain jurisdiction over this Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

SO ORDERED this 29 day of January, 2010.



HONORABLE COLLEEN McMAHON  
UNITED STATES DISTRICT JUDGE